

March 11, 2009

Submitted electronically to [GC-62@hq.doe.gov](mailto:GC-62@hq.doe.gov)

Office of Assistant General Counsel for Technology Transfer  
and Intellectual Property  
U.S. Department of Energy  
1000 Independence Ave., SW  
Washington, DC 20585  
Attn: Technology Transfer Questions

Subject: Notice of Inquiry: Technology Transfer Practices at Department of Energy  
(DOE) Laboratories (73 FR 72036)

Dear Mr. Gottlieb:

This is in response to the Federal Register Notice of Inquiry: Technology Transfer Practices at Department of Energy (DOE) Laboratories (73 FR 72036). The Center for Hydrogen Research (CHR) is a 501(c)6 nonprofit organization located at the Savannah River Research Campus adjacent to the DOE's Savannah River National Laboratory (SRNL) in Aiken, SC. The mission of CHR is to serve as a bridge to facilitate the transfer of technologies from SRNL to the private sector as a means of engendering business startup and growth to enhance the economic prosperity of the surrounding region.

CHR is pleased to provide the following input in response to those portions of the Notice of Inquiry cited above that are applicable to CHR's experience.

1. Existing and Other Agreements

i. Improvements to existing transactions

In our experience, the existing agreements are not as much a barrier to the commencement of joint research activities as are the length of time and the multiple levels of approval that are required. Greater delegation of authority, including some allowance for flexibility, would better serve our desire for long-term relationship-building with known local individuals who have value for our mission and who perceive the mutual benefit of our interactions.

ii. Troublesome Terms and Conditions

The indemnification provisions in DOE agreements are cumbersome and one-sided. CHR would prefer a more standardized mutually agreeable general indemnification provision without the additional specific product liability and patent and copyright indemnifications. The Association of University Technology Managers (AUTM) has excellent templates for such terms.

The “do not compete” requirement for WFO agreements is at odds with our regional focus and that of our parent organization, the Economic Development Partnership (EDP) of Aiken and Edgefield Counties, also a 501(c)6 nonprofit organization. We would appreciate consideration of a limitation of the “do not compete” requirement to the local geographic area for agreements sponsored by CHR and EDP.

iii. Other Types of Research Agreements

In 2006, CHR proposed an “umbrella” CRADA and an “umbrella” WFO agreement under which multiple clients of CHR could undertake joint research with SRNL. In the spirit of DOE’s ongoing review of its technology partnering agreements, it would be greatly appreciated if DOE could revisit these proposed agreements.

3. U.S. Competitiveness

Notwithstanding our above-stated mission to leverage the assets of SRNL to engender local business startup and growth, we believe that the point of manufacture needs to be flexible enough to enable a business to do what makes sense in each specific circumstance. If we look beyond the current global economic devolution and assume that the global economy will continue to evolve and that we should be strong partners in that evolution rather than being protectionists, we respectfully suggest that DOE reassess the need for and the nature of its U.S. competitiveness provisions. Barring a decision to remove these provisions, at the least there should be an opening to decision-making given the specifics of each partnering opportunity.

4. The Intellectual Property Rights Disposition in Work for Others (WFO) Agreements

CHR is very interested in acquiring, on behalf of itself and its clients, intellectual property rights. The current provisions of WFO agreements (with the exception of the comments above relative to U.S. competitiveness) wherein the sponsor of the work may acquire the rights to any intellectual property produced are consistent with CHR's mission.

CHR appreciates this opportunity to provide input to DOE's technology transfer programs and looks forward to a future of mutually rewarding partnerships.

Sincerely,

A handwritten signature in cursive script, reading "Virginia Wolfe".

Virginia Wolfe  
Director, Technology Transfer